BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

TENDER FOR THE WORK

Of

Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25.

(Through GOK e – Procurement Platform https://eproc.karnataka.gov.in)

Tender Reference: **BDA/2024-25/EL/WORK_INDENT77** **Date: 23.12.2024**

Address for Communication

Office of the Executive Engineer (Electrical),
Electrical Division
Bangalore Development Authority (BDA)
T. Chowdaiah Road, Kumar Park West,
Bangalore – 560020

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BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

INVITATION FOR TENDER (IFT)

Tender Reference: **BDA/2024-25/EL/WORK_INDENT77** **Date: 23.12.2024**

TENDER NOTICE

Tenderers are invited through Government of Karnataka (GoK) e-Procurement platform https://www.eproc.Karnataka.gov.in by the Bangalore Development Authority (BDA),

T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020, for the work of "**Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25."** For the detailed information and participate in the tender through e-procurement please visit GoKe-Procurement platform https://www.eproc.Karnataka.gov.in on 23.12.2024. any other details can be obtained from the undersigned.

-Sd-
Executive Engineer (Electrical),
Electrical Division
Bangalore Development Authority (BDA)
T. Chowdaiah Road, Kumar Park West,
Bangalore – 560020

SECTION 1: INVITATION FOR TENDER (IFT)

BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

IFT No. **BDA/2024-25/EL/WORK_INDENT77** **Date: 23.12.2024**

SECTION 1: INVITATION FOR TENDER (IFT)

For

Name of work "Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25."under Two Cover System
(Through GOK e – Procurement Platform https://eproc.karnataka.gov.in)

1. The **Executive Engineer (Electrical)**, Bangalore Development Authority (BDA), Bangalore – 560020, on behalf of the **Commissioner, BDA, Bangalore,** invites tenders from eligible tenderers*(registered with Karnataka PWD, CPWD, MES, NHAI, Railways and National Highways, Individual Firms, Partnership Firms, Companies, Public Sector Undertakings having suitable Technical, Financial and Managerial Capabilities satisfying the Minimum Eligibility Criteria having valid super grade electrical licensee,*for the construction of works detailed in the Table below. The tenderers to submit tenders for all of the works given in the Table.

   Two Cover Tender procedure **as per Rule-28 of the KTPP Act** shall be followed. The Tenderers are required to submit both technical bid (upload the mandatory documents) & financial bid through e-procurement portal only, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender Document may be downloaded from the Government of Karnataka e – Procurement Website https://eproc.karnataka.gov.in under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Notice Inviting Tender and download copy of the Tender Document. The Tender can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Tenderers who wish to participate shall remit online Transaction Fee for the Tender Document after registering in the Portal. The Transaction Fee is non refundable.

3. Tenders must be accompanied by Earnest Money Deposit (EMD) of **Rs. 1.29 Lakhs (Rupees One lakhs & Twenty nin thousand only),** of which Rs. 1.00 lakh (Rupees: One lakh only) shall be paid online through e – Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs.29,000/- (Rupees Twenty nine thousand only) in the form of Bank Guarantee (BG) only. EMD shall have to be valid for 45 days beyond the validity of the tender.

4. Tenders must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. First Cover of the Tenders will be opened at the Prescribed Time and Date as mentioned in the e – Procurement Portal in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020.

5. **Pre Tender Meeting**

   The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will takes place at the location, date and time as given in Calendar of Events. The Tenderers are requested to submit Queries if any in Writing or by Cable to reach the Employer not later than date and time as given in Calendar of Events.

6. Other details can be seen in the tender documents.

TABLE:

No.	Name of work	Amount put to Tender Rs	Earnest Money Deposit (EMD) (Rs.)	Cost of tender document (non-refundable) (Rs.)	Maintenance Period
1	2	3	4	5	6
1	Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block, including Parks at 1st , 5th & 6th block for the year of 2024-25.”under Two Cover System	64.40 Lakhs	1.29 Lakhs	Refer e-Procurement website.	12(Twelve) months

7. Scope of Tender:

7.1 The Bangalore Development Authority (BDA), Bangalore (Referred to as Employer in these documents) invites tenders from eligible Tenderers, for Electrical works (as defined in these documents and referred to as "the works") detailed in the Invitation for Tenders (IFT). The scope of tender includes rectification and maintenance in all blocks of the layout of all streetlights on a day to day basis by rectifying /replacing faulty chokes, lamps, igniters, starters, switches, capacitors, timers, control panels,

connectors, contactors, MCBs, cut outs in meter boards & BESCOM poles and other connected accessories, deteriorated wires etc., and replacement of faulty U G cables of service main connections & the load side UG cables etc. The scope of work also includes maintenance of streetlights likely to be provided in addition to the existing ones. All streetlight of all the blocks of the layouts shall be maintained in good working condition on all days of the contract period. The agency shall carryout apart from day-to-day maintenance timely switching On and Off of street lights in the entire layouts.

7.2 Scope of work shall also include maintenance in all the blocks of the layout of HT & LT lines, all transformer centres, entire distribution system, removal of bushes & creepers around poles & transformer centres, Trimming of trees touching LT lines, posting of adequate number of wiremen & helpers with ladder mounted vehicle and necessary permits issued by Electrical Inspectorate for two shifts per day from 6:00 AM to 10:00 PM for receiving complaints & attending to the complaints, establishment of office at a central place in the layout with mobile phones for registering fuse off complaints & maintenance of complaint register, attending to the line faults in the layout in co-ordination with BESCOM O&M staff and local Residents' Welfare Association, etc., as per the directions of the Engineer-in-charge from to time. The contractor shall have sufficient staff experienced in power supply distribution system to cope with the emergencies, interruptions, break downs etc. Line clear procedure shall be strictly followed as per BESCOM norms.

Prior approval shall be obtained for the makes of the materials to be used for maintenance from the engineer incharge of work. The works shall be carried out strictly as per specifications / IE Rules1956 / BIS observing all safety precautions and BESCOM line clear procedures.

The layouts shall be inspected thoroughly & detailed assessment be made before bidding for the work by the tenderers.

8 All the Participants shall produce all the Original Documents for Verification whenever necessary.

The bidders shall compulsorily submit all the originals & Attested Xerox copies of all the uploaded technical bid documents in legible form.

The uploaded documents which are not attested / poorly scanned/ not visible properly/ blank documents/ unreadable documents/ documents in other than English/Kannada language/ without proper certified translation in English/Kannada language will not be considered for technical evaluation & it will be rejected. Further failing to upload all the details in proper sequence, producing them in original as per the conditions of this notification, sections of ITT & qualification information are liable for disqualification. Further failing to produce the original of all the upload documents within in seven days from the date of opening of bid, shall be rejected. Further even if it is produced within seven days and fail to produce at any stage of tender process when sought for additional verification is liable for disqualification.

9 Bidders can access tender documents from the website and upload the required details those are mentioned in different sections in the bid document into electronic tender box on the website. Scanned documents those are required to be furnished as per bid document shall be submitted through e-portal preferably on PDF format for clear vision.

10 Calendar of Events:

Period of Submitting the Tender Document	Refer to e-Proc Portal
Last date and Time for submission of the bid along with necessary document	Refer to e-Proc Portal
Date and Time of opening of First Cover (Technical bid)	Refer to e-Proc Portal
Date and Time of opening of second Cover of the tender(Financial bid) After approval of technical bids	Refer to e-Proc Portal
Address for Communication	Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020 **E-mail Address: eeelec.bda@gmail.com**

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1 Scope of Tender

1.1 The Bangalore Development Authority (BDA), Bangalore (Referred to as Employer in these documents) invites tenders from eligible Tenderers, for Electrical works (as defined in these documents and referred to as "the works") detailed in the Invitation for Tenders (IFT). The scope of tender includes rectification and maintenance in all blocks of the layout of all streetlights on a day to day basis by rectifying /replacing faulty chokes, lamps, igniters, starters, switches, capacitors, timers, control panels, connectors, contactors, MCBs, cut outs in meter boards & BESCOM poles and other connected accessories, deteriorated wires etc., and replacement of faulty U G cables of service main connections & the load side UG cables etc. The scope of work also includes maintenance of streetlights likely to be provided in addition to the existing ones. All streetlight of all the blocks of the layouts shall be maintained in good working condition on all days of the contract period. The agency shall carryout apart from day-to-day maintenance timely switching On and Off of street lights in the entire layouts.

1.2 Scope of work shall also include maintenance in all the blocks of the layout of HT & LT lines, all transformer centres, entire distribution system, removal of bushes & creepers around poles & transformer centres, Trimming of trees touching LT lines, posting of adequate number of wiremen & helpers with ladder mounted vehicle and necessary permits issued by Electrical Inspectorate for two shifts per day from 6:00 AM to 10:00 PM for receiving complaints & attending to the complaints, establishment of office at a central place in the layout with mobile phones for registering fuse off complaints & maintenance of complaint register, attending to the line faults in the layout in co-ordination with BESCOM O&M staff and local Residents' Welfare Association, etc., as per the directions of the Engineer-in-charge from to time. The contractor shall have sufficient staff experienced in power supply distribution system to cope with the emergencies, interruptions, break downs etc. Line clear procedure shall be strictly followed as per BESCOM norms.

Prior approval shall be obtained for the makes of the materials to be used for maintenance from the engineer incharge of work. The works shall be carried out strictly as per specifications / IE Rules1956 / BIS observing all safety precautions and BESCOM line clear procedures.

The layouts shall be inspected thoroughly & detailed assessment be made before bidding for the work by the tenderers.

1.3 The interested eligible Bidders may obtain further information from the Office of Executive Engineer, (Elec) Electrical Division BDA,Bengaluru - 560 020. Email id: eeelec.bda@gmail.com. The Bidder is required to carefully examine contents and instruction of bid documents and fully inform himself as to all the conditions and matter, which may, in any way, affect the contract or cost thereof.

Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to Executive Engineer, (Elec) Electrical Division BDA, Bengaluru - 560 020. Email id: eeelec.bda@gmail.com **or On-line in e-procurement portal on or before the date and time as mentioned in the e-Procurement platform**. Letters seeking clarifications received subsequent to this date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries. Online queries not supported by firm credentials are liable for **rejection**.

1.4 As stated in Clause 1.0 supra, the Bids are invited and to be submitted through **e-Procurement Platform only**. The Bid Notification, Bidding Documents are available on website **https:.//eproc.karnataka.gov.in.**

2.0 Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka and the tenderer who have been declared as defaultera by any of the Governemnt of Karnataka agencies are not eligible to participate in this tender.

2.2 **Tenders from Joint ventures are not acceptable**.

3.0 Qualification of the Tenderer:

3.1 GENERAL QUALIFICATION FOR PRIME CONTRACTOR.

All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have

in the last five years (i.e, **2019-20 to 2023-24**)

a) achieved in at least two financial years an average annual financial turnover of (in electrical engineering works only) not less than the amount put to tender **Rs.64.40Lakhs**

b) Satisfactorily completed (at least 50% of the contract value) as prime contractor at least one similar work* for the value not less than Rs.32.20 lakhs (Excluding GST).

* Where in the bidder must upload the **Similar Work comprising of Maintenance of Distribution Transformers, Distribution Network (HT/LT Lines) and Streetlights for any one complete year in the last five years.** The work done certificate should be in the prescribed format issued by the competent authority not below the rank of Executive Engineer (District Level Officer) duly attested by Notary/Gazette Officer.

c) Executed in any one year in the last 5 years, the following minimum quantities of works.

i) Repairs of faulty Distribution Transformer 250/100 KVA -16 Nos
ii) Repairs/Maintenance of SV/LED Streetlight fittings -5000 Nos
iii) Repair /Maintenance/ making of Transformer centre earthing-15Nos
iv) Supply & filling up of Transformer oil-1000 Ltrs

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning or by hiring following: **- NA-**

b) Liquid assets and / or availability of credit facilities of not less than Rs.19.32 Lakhs (Excluding GST) in the prescribed format detailed in the bid document.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts- (Not applicable)

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above… (Not applicable)

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A *N*2.5 - B)

Where.

A = Maximum value of electrical engineering works executed in anyone year during the last five years (updated to 2024-25 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2024-25 price level, of existing commitments and on-going works to be completed during the next one year (period of completion of the works for which Tenders are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.8 In the case of death of a Contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

Cost of Tendering:

The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

Site visit:

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

i) Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2 Contents

4.2 Both the sets should be completed and uploaded in the website https://eproc.karnataka.gov.in

5 Clarification of Tender Documents (Not Applicable)

5.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter

"cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tenders (IFT). Clarifications/ Amendments/ Corrigendum will be issued through the e-Procurement portal, if found necessary.

5.2 Pre-tender meeting: (Not Applicable)

5.2.1 The Tenderer or his authorised representative is invited to attend a pre-tender meeting which will take place at Office of the Engineer Member, Bangalore Development Authority on as per the calendar of events notified

5.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

5.2.3 The tenderer is requested to submit any questions in writing or by official Email to reach the Employer not later than the time & date notified.

5.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be posted on the web site without delay. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

5.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

j) **Amendment of Tender documents**

6.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

6.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

6.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

k) Documents comprising the Tender

7.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

7.1.1 First Cover :Technical Bid

(a) Earnest Money Deposit .

(b) Qualification Information as per formats given in Section 3.

7.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

7.1.3 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

l)Tender prices

8.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

8.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

8.3 The price quoted by the tender shall be for the whole works as noted in the Schedule, Specifications and elsewhere in this Document and shall hold good till the Completion of the work.
They shall be inclusive of all Taxes, Duties and Levies including GST, ESI, Workers Welfare, all Royalties, Patent Rights, other incidental charges, Labour cess etc. The rate shall also include the cost of all Labours, materials, Plant, Machinery, Equipments, Carriage, statutory and other inputs involved in the Execution and Completion of the work.

8.4 The contractor will have to make his own arrangements for water, Electricity, Place for storage of construction and shall use his own plant and machinery, which may be required for the speedy execution of the work.

m) Tender validity

9.1 Tenders shall remain valid for a period not less than ninety(90) days after the deadline date for tender submission specified in Clause 16.
A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

n) Earnest Money Deposit

10.1 Bids shall be accompanied by tender processing fee, for an amount as mentioned in the e-Procurement platform and Bid Security (EMD) for an amount of Rs.1,29,000/- as follow;

10.1.1 Up to Rs. 1.00 Lakhs

The Payment of the same shall be made through any of the following modes of e-Payment.

- Credit Card/ Debit card
- Net Banking
- NEFT / RTGS
- Over-the-Counter (OTC)
- IMPS

10.2 The Tenderer‟s Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 in the Government of Karnataka‟s Central Pooling Account held at Axis Bank.

10.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses

10.4 above shall be rejected by the Employer as Non Responsive.

10.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

10.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only after Entering into the Agreement.

10.7 The Earnest Money Deposit may be forfeited

(a) If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

(b) If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or

(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

10.8 **Format and signing of Tender**

Tenderer shall submit the Bids electronically before the submission date and time published in e-procurement portal.

D. Submission of Tenders

11 **Sealing and marking of tenders**

11.1 Not Applicable.

11.2 Not Applicable.

11.3 Not Applicable.

11.4 Not Applicable.

Tenderer shall submit the Bids electronically before the submission date and time published in e-procurement portal.

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer by e-procurement at the address specified no later than the time given in calendar of events.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all

rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13 Late Tenders

13.1 Late tenders will not be accepted in e-procurement system.

14 . Modification and withdrawal of tenders.

14.1 Tenderer can modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e procurement portal.

14.2 In e Procurement Portal, Contractor has the option of withdrawing the Bid by digitally signing to withdraw / cancel the bid, before the bid submission Date & Time.

E. Tender opening and evaluation

15. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

15.1 The employer will open 1st cover of all the tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the tenderers or their representatives who choose to attend on the date and place specified in clause 16. In the event of the specified date of Tender opening being declared a holiday for the employer, the tender will be opened at the appointed time and location on the next working day.

15.2 Deleted

15.3 Deleted

15.4 Deleted

15.5 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tendeers.[16]

16. Opening of Financial Bid of qualified Tenderers and evaluation:

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

16.2 Deleted

16.3 Deleted.

16.4 Deleted

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18. Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

18.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the tenderer to influence the employer in the employer’s tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer’s Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Correction of errors

20.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[17]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

20.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

21 . Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.1.

21.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

21.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

21.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially

responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. Employer's right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25 Performance security.

25.1 Within 20 days of the receipt of the letter of acceptance the successful tender shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to 3% of the contract price plus additional security for unbalanced tenders in accordance with clause 25.5 of ITT and clause 43 of conditions of contract.

- o Banker‟s Cheque / Demand Draft / Pay Order in favour of The Commissioner, BDA, Bangalore payable at Bangalore or Bank Guarantee in the Form given in Section 11.
- o Specified Small Saving Instruments pledged to The Commissioner, BDA, Bangalore.

25.2 If the security deposit is provided by successful tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled Bank.

25.3 Security Deposit if furnished in demand draft can, if requested, be converted interest-bearing securities at the cost of the contractor.

25.4 Failure of the successful tenderer to comply with the requirement of sub-clause 29, I shall constitute sufficient grounds for cancellation of award and forfeiture of the earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The GOK requires that the Tenderers / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK -contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

Total value of The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers(ITT). This information will not be incorporated in the Contract.

1.1 a) Constitution or legal status of Tenderer [Attach copy] .

Place of Registration (Attach Copy)

Principal place of business:

b) Class-1 Electrical Contractor License issued by Govt. Electrical Inspectorate Govt. Of Karnataka.

c) GST Registration Certificate

d) Income Tax Filing

e) Labour Registration Certificate

1.2 Electrical engineering Works executed and payments received in the last five years (In Rs. Lakhs) [19]

Attach Certificate from Chartered Accountant

2019-20 _____
2020-21_____
2021-22 _____
2022-23 _____
2023-24 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Note: Employer's certificate of completion of work should be furnished as proof of having executed above works in Table 1.3

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed			Remarks (Indicate contract reference)
1	2	3	4	5	6	7
2019-20						
2020-21						
2021-22						
2022-23						
2023-24						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works[21] remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Sl. No.	**Type of Equipment**
1.	Ladder Mounted JEEP or equavalent
2.	
3.	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

Format no 2

On Banks Letter Head

FORMAT OF BANKER'S CERTIFICATE/LINE OF CREDIT LETTER
[TO BE ISSUED IN THE THE LETTER HEAD OF THE BANK BRANCH]

Reference number(SL NO) place:
Date:
[Name and address of the beneficiary]

This is to certify that Mr./M/s _____,[name of the customer] having his/ their registered/administrative office at___ _____ is a customer of our bank and is/ are engaged in _____[nature of activity].if the said customer is allotted/awarded with_____[brief details of works], we may extend credit facilities upto Rs_____ lakh, to meet his/their working capital requirement towards the execution of the said work order as per the loan policy of the bank.

This certificate is valid upto three months from the date of issue ,that is upto dd/mm/yyyy,

Yours faithfully,

BRANCH MANAGER

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

“Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25."

Tender

To: Executive Engineer (Elec),
Electrical Division,
BDA, Bangalore.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs. _____

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully
Authorized Signature:
Name and Title of Signatory:
Name of Tenderer:

Address:

To be filled in by the Employer before issue of the Tender Document.
To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender.

Letter of Acceptance

(Letter Head Paper of the Employer)

Date:
To: [Name and Address of the Contractor]
Dear Sirs

This is to notify you that your Tender dated **NO. BDA/2024-25/EL/Work-Indent-77 Date: 23.12.2024** for Carrying out Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25.

The Contract Price of Rs. _____ as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid up to 30 days from the Date of Expiry of Defects Liability Period and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully
Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:
To: [Name and Address of the Contractor]
Dear Sirs

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25 for a Contract Price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

This Agreement, made on the ____ day of _____ 20__, between Executive Engineer (Elec), Electrical Division, BDA, Kumara park west, T.Chowdaiah road, Bangalore - 500020 on behalf of Commissioner Bangalore Development Authority Bangalore. Kumara Park West, T.Chowdaiah Road Bangalore – 560020. (herein after called "the Employer") of the one part and (Name of the company) Bangalore (hereinafter called "the Contractor") of the other part.
part and M/s,. _____, Bangalore (hereinafter called "the Contractor") of the other part.
Whereas the Employer is desirous for Annual Maintenance of electrical distribution system and accessories along with Streetlights at Sir.M.V.Layout 1 to 9th Block,including Parks at 1st , 5th & 6th block for the year of 2024-25.and Identification **No. BDA/2024-25/EL/WORK-INDENT 77 Dated: 23.12.2024** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects there in for 2 years at a Contract Price of Rs. _____
NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i) Letter of Acceptance.
   ii) Notice to proceed with the Works.
   iii) Contractor‟s Tender.
   iv) Contract Data.
   v) Conditions of contract (including Special Conditions of Contract).
   vi) Specifications.
   vii) Drawings.
   viii)Bill of Quantities and
   ix) Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.
The Common Seal of _____
was hereunto affixed in the Presence of
Signed, Sealed and Delivered by the said _____
in the Presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks, which this Contract states are Employer’s risks, and the Contractor carries, the risks, which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
a cause due solely to the design of the Works, other than the Contractor's design; or
(b) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
could not have reasonably foreseen; or
could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer. The Contractor, in preparing tender, shall make their own site investigation studies.

15. Queries about the "Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings and scope of work, relevant I.S standards.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all persons, all activities& assets on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by employer to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

If the contractor is not satisfied with decision taken by Executive Engineer (Electrical), the claims shall be referred by either party to the Commissioner of Bangalore Development authority, Bangalore.

Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Maintenance period

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
33.2 The BOQ is used to calculate the Contract Price, The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.
34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm in it in writing within 30days, failing which the work shall be carried out as though there is no variation in case variation is approved it shall be accompanied by BOQ failing which the contractor shall be a responsible for deviation if any.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
35.2 For quantities in excess of 25% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be

made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress.
For progress beyond the agreed programme payment is subject to availability of grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is

to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

No claim for any increase towards the statutory variation regarding enhancement of existing CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor.

Before quoting the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka/ Govt. of India, the applicability of CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any etc., as on the last date of Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

40. Price Adjustment **(Not applicable)**

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.29

(a) The price Adjustment shall apply for the work done from the date *of* commencement up to the end of original period of completion or extension is granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from tile date of opening of tenders (original or extended);

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of Liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments (Not applicable)

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalised / Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest without be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or the documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43 The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and / or Operating and Maintenance Manuals

48.1 If ''as built"[30] Drawings and / or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data, from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract

to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by tile State or the Central Government or the local authority .The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules

made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Commissioner, BDA out of panel of Arbitrators (who shall be an Engineer) of Indian Council of Arbitration or Indian Road Congress or National Highways Authority of India.

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India.

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each

party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the 'arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

4.2 Tenderer shall repair the streetlights of the complaint/ observation of non-functioning latest by the following evening. In case of failure to comply with this condition penalty will be levied as per the following:

4.3 Rs.250/- (Rupees Two Hundred Fifty only) per fitting per day if it is not attended within 24 hours and Rs.400/- (Rupees Four hundred Only) per fitting per day beyond 24 hours of non-compliance.

4.4 Penalty as per Electricity Act 2003 will be levied and deducted from the bills payable to the Contractor if the streetlights are found burning during daytimes except during repairs.

G. ADDITIONAL CONDITIONS OF CONTRACT (ELECTRICAL)

1. The Bidder should comply with BESCOM/KPTCL/TELECOM/ RAILWAYS/BMRCL/ NHAI/PWD and other competent public authorities regulation and also requested to after erecting of Electrical Tower Bidder has to get the clearance from Electrical inspectorate(GOK),BESCOM,KPTCL etc and after completion of works he has to hand over the works along with inventory and get it counter signed by Concerned Competent Authority of BESCOM/KPTCL .
5. Bidders should use the materials for the said work which are approved by BDA observing due formalities of BESCOM/KPTCL.
6. Bidder should get the KPTCL TA&QC approval for the all materials used for work.
4. Bidders should submit all the test certificates for the materials utilized for the electrification work to the engineer in charge of the work.
5. The Bidder should energize the entire work which is in the scope of work and hand it over to competent authorities after commissioning.
6. The Bidder has to make arrangements for inspection of the materials approved by the competent authority at the manufacturer’s site at his own cost.
7. Under no circumstances whatsoever shall bidder be entitled for any compensation from BDA on any account of accidents to their personnel, public, property on the work site.
8. JURISDICTION: In all matters connected with the contact, courts in Bangalore alone will have the jurisdiction.

9. In case it is found that the maintenance is used for unlawful purposes and for the purpose other than the one mentioned in the tender document, the contract would be terminated, the security deposit will be forfeited and the tender will be back listed from the participating in any of the B.D.A. ventures.

10. For any disputes arising out of this contract, decision of the Commissioner BDA is final and binding on the contractor.

11. Any dispute between the staff employed by the Bidder and the Bidder shall be amicably settled as per the prevailing Labour Law. The B.D.A. is not responsible to intervene/ solve the dispute. However if for the reason of the said disputes, the B.D.A. reserves the right to terminate the Contract and forfeit the Security Deposit.

12. Bidder shall be solely responsible for the safety and security of the personnel engaged by him for maintenance of distribution network and streetlights in the layout. All safety precautions shall be taken to safe guard the life and properly in DLP period.

13. Bidder shall strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. B.D.A. will not be responsible for any dispute arising there on.

14. B.D.A. will not be responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the DLP period.

15. No extra cost shall be payable to the Bidder in case of mass fusing out of lamps, and connected accessories due to short-circuiting or fluctuations in the Electrical Utility System.

16. Bidder shall employ the electricians having electrical wireman permit certificates with valid permits issued by the Electrical inspectorate to Government.

17. The bidder should satisfy the all KW tender document procedures along with the Special conditions of Contract pertains to electrical works

18. Manufacturers who are subsidiaries and have recently established production line in India for the equipments/ materials covered in the Scope of this Bid identified to be supplied by the Contractor, can also be considered as meeting with the criteria, provided the Parent Company (Principals) who possess QR as mentioned above agrees to furnish, along with the Bid, either jointly with the Sub-Vendor (Subsidiary) or separately, a legally enforceable undertaking to guarantee quality, timely supply,

performance and warranty obligations as specified for the contract and also furnish performance certificate for the Satisfactory operation of individual equipment. Such guarantee (warranty) for the Equipment to be supplied shall be for a period of 24 Months from the date of commissioning or 36 Months from the date of supply of equipment in complete condition, whichever is earlier.

19. Not with standing anything stated above or elsewhere in the Tender specifications, BDA reserves right to assess the Capability / suitability of the Bidder to perform the overall contract should the circumstances warrant such assessment in the overall interest of BDA.

20. The Contractor shall strictly follow Line-clear procedures of KPTCL &BESCOM while executing the work and all safety precautions shall be followed strictly. Contractor shall be solely responsible for accidents of any kind to their staff or the general public and loss of property during execution of works.
21. Necessary approvals from Electrical Inspectorate& Competent Authority shall be obtained by the contractor after observing due formalities.
22. The BOQ uploaded in Procurement portal is INCLUSIVE OF GST and all other Loading allowances on Material, Erection &Labour portions. Further once the finalized GST obtained from the competent authority will be considered.
23. The Bidder after successful completion of the works should hand over the electrical network assets to competent Authority and submit BDA the acknowledged copy of the same.

25 Indexing / numbering of street lights poles shall be done by the contractors and master register containing the details as directed by the Engineers-in-charge of the work shall be furnished to the Engineer-in-charge with in one month of awarding the contract.
26 Tenderer shall enclose latest income tax/ sales tax clearance certificate.
27 Contractor shall remove badly damaged streetlights poles due to accidents/ bottom deterioration without extra cost and the released poles shall be handed over to the Engineers-in-charge.
28 The contractor shall conduct inspections of the layout and assess the condition of the streetlights & power supply distribution systems every day and maintain the same, streetlights in good working condition throughout the contract period including on general holidays. Status of the streetlights, system shall be reported to the Engineer in charge of the work apart from promptly attending to the defects immediately latest before dusk on the following day.
29 Weekly and Monthly log extract of replacement/ repairs of street lights shall be furnished to the engineer-in-charge within 3 days of the succeeding Week and the Monthly extract within 5th of the succeeding month.
30 Contractor shall adhere to KERC Rules and Regulations and BESCOM Regulations while carrying out streetlight maintenance work.
31 Contractor shall carryout the maintenance work in consultation with Engineers-in-charge of the work and BESCOM Authorities
32 In case it is found that the maintenance is used for unlawful purposes and for the purpose other than the one mentioned in the tender document, the contract would be terminated, the security deposit will be forfeited and the tender will be black listed from the participating in any of the B.D.A. ventures.
33 For any disputes arising out of this contract, decision of the Commissioner BDA is final and binding on the contractor.
34 Any dispute between the staff employed by the Contractor and the Contractor shall be amicably settled as per the prevailing Labour Law. The B.D.A. is not

responsible to intervene/ solve the dispute. However if for the reason of the said disputes, the B.D.A. reserves the right to terminate the Contract and forfeit the Security Deposit.

35 Contractor is not permitted to display any board advertising his agency/ product or any other advertisement boards on the street light poles.

36 The rates quoted shall be inclusive of material cost, all taxes, expenditure incurred for staff, ladder van with fuel etc.

37 Contractor shall be solely responsible for the safety and security of the personnel engaged by him for maintenance of streetlights. All safety precautions shall be taken to safe guard the life and properly.

38 Contractor shall maintain the street light poles by removing the bunting, threads, banners, and pruning of tree branches around the fittings for uninterrupted illumination as and when required failing which penalty will be imposed as prescribed in section 4.F.4.

39 The Contractor shall replace the streetlight fittings and the tubular poles damaged due to any kind of accidents immediately at his own cost.

40 The rates quoted by the Tender shall be inclusive of cost of painting of tubular poles, footing, numbering of streetlight poles, control boxes and the painting shall be done within three months from the date of agreement as per the specification laid by the Bangalore Development Authority, Bangalore.

41 Contractor shall strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. B.D.A. will not be responsible for any dispute arising there on.

42 Contractor shall engage only qualified/ permit holding personnel for maintenance of streetlights with wireman permits.

43 B.D.A. will not be responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the period of contract.

44 No extra cost shall be payable to the Contractor in case of mass fusing out of lamps, tubes and connected accessories due to short-circuiting or fluctuations in the Electrical Utility System.

45 Contractor shall employ the electricians having electrical wireman permit certificates with valid permits issued by the Electrical inspectorate to Government.

46 The contractor should attend the fuse of calls as per BESCOM norms for the site allottes.

47 It is the sole responsibility of the Contractor to get GPS coordinates of all existing, New installing Streetlights, Timers and HT/LT poles in the layout.

48 The contractor should replace faulty distribution transformers, UG cable, insulators, and other allied existing electrical materials within 24 hours and keep it ready. The contractor should keep minimum three numbers of good condition transformers in the Layout.

49 Makes materials to be used for the work: Makes of the material shall be as follows:

49.1 LEDs: (as per BESCOM/ PWD specification)

49.2 Timers: (as per BESCOM/ PWD specification).

49.3 Nature switch: (as per BESCOM/ PWD specification)

50 All the materials shall be procured only after obtaining approval from the Engineer incharge of work.

51 **It is the sole responsibility of the Contractor to maintain the existing LED fittings as well as SV/MH Lamps installed on the Tubular/ RCC poles by replacing the drivers of the LED and other accessories required.**

52 The layout consists of different wattages of LED fittings & it is responsibility of the contractor to replace the faulty drivers by procuring from the OEM/ approved manufacturer/ vendor/ as per the KPWD electrical specification irrespective of

the wattages of the LED fittings.

53 Public Utilities

i) Any services affected by the Works must be temporarily supported by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of the Works.

ii) The work of temporarily supporting and protecting the public utility services during execution of the Works shall be deemed to be part of the Contractor and no extra payment shall be made for the same.

iii) The Contractor may be required to carry out the removal or shifting of certain services/utilities on specific orders from the Engineer for which payment shall be made to him. Such works shall be taken up by the Contractor only after obtaining clearance from the Engineer and ensuring adequate safety measures

Mandatory Conditions/requisites shall be fulfilled by the successful Bidder. Hence the duly signed affidavit comprising the depicted details there in shall be submitted (Up loaded through e-portal) by the bidder/ participant in Rs 500/- Value Stamp Paper along with other binding documents. Failing to submit the solemnly declared & duly signed affidavit with the given content shall be rejected.

Affidavit

If I Would become a Successful bidder, here by I am solemnly ascertaining that myself /Our Agency is committed and obliged to the fallowing Conditions:

1) Shall make available, the GPS device & Accessories fixed to the Ladder Vehicle for tracking & accessing the information at Head Office of the BDA. (After being awarded the Contract of this work, within the 15 days from the date of contract I/We shall fulfil/Furnish/Carry out this obligatory function)
2) Execute Inventory work of the fallowing with painting and numbering of the poles and street light fixture(As per the format facilitated by the Executive Engineer):
   i) DTC wise street light installation details
   ii) Installation wise Street Lights (Type & Wattage)
   iii) Street Light location details/address with GPS Co-ordinates

   (After being awarded the Contract of this work, within the 60 days from the date of contract I/We shall fulfil/Furnish/Carry out this obligatory function).
3) Shall furnish the Original and Computer generated invoices and e-way bills. Obliged to provide the invoices having the information of a) purchased date, purchased for Sir M V layout AMC Work, BDA in particular.
4) Binding to provide the material purchase information and tender the periodical inspection request throughout the contract period.
5) Shall display contact numbers of Agency and repair persons (it should be 24*7 accessable) in all road corners of respective layout.
6) Shall adhere to repair & Maintenance of all existing Electrical infrastructure and Street light without claiming extra charges if any addition quantities comes across..

Failing to be in compliance to the above conditions The Executive Engineer (Electrical), Electrical Division, BDA may terminate the contract at any time without giving further time and notice. Further penalty for the non execution/ negligence in carrying out the intended work shall be imposed as deemed to be fit and same shall be borne by Myself/Our agency.

Date: sd/-

Place:

Name of the Contractor/Agency
(Address Details with Seal)

SECTION-6: Contract Data:

Items marked *"N/A*" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

The Employer is : Commissioner,

Name: Bangalore Development Authority, Bangalore [1.1]

Address: K P West, T Chowdaiah Road, Bangalore – 560 020_____

Name of authorized Representative: Executive Engineer (Elecl), Electrical division

The name and identification number of the Contract is BDA/2024-25/EL/WORK_INDENT 77 dated: 23.12.2024

[insert name and number as indicated in the Invitation for Tenders] [1.1]

The Bangalore Development Authority (BDA), Bangalore (Referred to as Employer in these documents) invites tenders from eligible Tenderers, for Electrical works (as defined in these documents and referred to as "the works") detailed in the Invitation for Tenders (IFT). The scope of tender includes rectification and maintenance in all blocks of the layout of all streetlights on a day to day basis by rectifying /replacing faulty chokes, lamps, igniters, starters, switches, capacitors, timers, control panels, connectors, contactors, MCBs, cut outs in meter boards & BESCOM poles and other connected accessories, deteriorated wires etc., and replacement of faulty U G cables of service main connections & the load side u g cables etc. The scope of work also includes maintenance of streetlights likely to be provided in addition to the existing ones. All streetlight of all the blocks of the layouts shall be maintained in good working condition on all days of the contract period. The agency shall carryout

apart from day-to-day maintenance timely switching On and Off of street lights in the entire layouts.

Scope of work shall also include maintenance in all the blocks of the layout of HT & LT lines, all transformer centres, entire distribution system, removal of bushes & creepers around poles & transformer centres, Trimming of trees touching LT lines, posting of adequate number of wiremen & helpers with ladder mounted vehicle and necessary permits issued by Electrical Inspectorate for two shifts per day from 6:00 AM to 10:00 PM for receiving complaints & attending to the complaints, establishment of office at a central place in the layout with mobile phones for registering fuse off complaints & maintenance of complaint register, attending to the line faults in the layout in co-ordination with BESCOM O&M staff and local Residents' Welfare Association, etc., as per the directions of the Engineer-in-charge from to time. The contractor shall have sufficient staff experienced in power supply distribution system to cope with the emergencies, interruptions, break downs etc. Line clear procedure shall be strictly followed as per BESCOM norms.
Prior approval shall be obtained for the makes of the materials to be used for maintenance from the engineer incharge of work. The works shall be carried out strictly as per specifications / IE Rules1956 / BIS observing all safety precautions and BESCOM line clear procedures.
The layouts shall be inspected thoroughly & detailed assessment be made before bidding for the work by the tenderers.

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The rectification and maintenance period is three years [15, 22]

The following documents also form part of the Contract [2.2]
Tender notification, Tender document amendments, Tender Negotiation, agreement, Letter of Acceptance, Notice to proceed with the work, Work Order etc.,

The Site Possession Date is[22] [18]

The Site is located at Bangalore [1.1]

_____

_____

The Defects Liability Period is 365 days. [27]

The liquidated damages for the whole of the works are 0.1% [36]
Rs. _____ (amount) per day

The maximum amount of liquidated damages for the whole of the works [36]
is ten percent of final contract price.

The date by which ''as-built" drawings (in scale ___) in 2 sets are required is within 30 days of issue of certificate of completion. [41]

The amount to be withheld for failing to supply ''as built" drawings by the date required is
Rs.10,000/- [41]

Payment of bills: Payment of Bills will be made for the fresh item of works as executed at the rates as per Bill of material (Schedule-B). However, for the item of maintenance works bills will be paid on a monthly pro-rata basis after satisfactory maintenance.

The following events shall also be fundamental breach of the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the [43.1]

Employer's additional cost for completing the Works shall be 30 percent.

SECTION 7: Specifications

Technical specifications are enclosed separately

SECTION 8: DRAWINGS

Enclosed separately

SECTION 9: BILL OF QUANTITIES

Sl. No.	**Description of item** (with brief specification and reference to Book of specification)	**Quantity**	**Unit**	**Rate (Rs.)**		**Amount (Rs.)**
				In figures	**In words**	
Total Tender Price _____(in figures)						
Rupees _____ (in words)						

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1(b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECUTITY DEPOSIT

To:
_____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]*[63]Rupees _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[64]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

SECTION 11: FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ for the work of _____ *[name of work]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto Commissioner , Bangalore Development Authority, Bangalore *[Name of the Employer]* (hereinafter called "the Employer") the sum of (Rs.in words)_____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.
SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.
THE CONDITIONS of the obligation are :

i. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
ii. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
    1. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    2. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 135 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature and seal of the guarantor

_____

Name of Bank _____
Address: _____

Witness _____ Seal _____

_____
[Signature, name and address]